

SECTION B - SUPPLIES OR SERVICES, AND PRICES

B.1 PRICING INSTRUCTIONS (JAN 1994)

Each Offeror shall identify its "Unit Price" and "Total Price" for the items/services described within this Schedule at the Contract Line-Item Number (CLIN) and Subline Item Number (SLIN) Level (as appropriate).

The following additional instructions are provided:

(i) CLIN 0001 and CLIN 0012 - Unit price and Total price shall reflect the firm-fixed price for transition of operations.

(ii) CLINS 0002, 0004, 0006, 0008 and 0010. The unit price and total price shall reflect the firm-fixed price for accounting services per year.

(iii) SubCLINS 0002AD, 0004AD, 0006AD, 0008AD and 0010AD. Reimbursable travel in accordance with the JTR including General and Administrative costs (G&A). CLIN must include the fill-in for applicable burden (G&A), if applicable, which is applied to travel. It is not necessary to fill in a dollar amount for travel. The SubCLIN is established for billing/invoicing procedures post award.

The contractor will be paid on a monthly basis at 1/12 of the total fixed price contract amount for the period, based upon the projected open FMS cases, plus any reimbursable charges for the period. Any adjustments required due to changes in the number of open FMS cases that would reflect a different total amount, will be reflected in an adjustment to the final monthly invoice of each lot (option year).

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT (CONTINUED)

C.7 EFFECTIVE DATES FOR SPECIFICATIONS AND STANDARDS (DFAS C5) (OCT 1992)

Unless otherwise specified, the revision level and date for each specification or standard cited within this solicitation/contract (including any specifications or standards cited in any drawing, handbook or referenced specification or standard contained within this solicitation) shall be that listed in the Department of Defense (DoD) Index of Specifications and Standards (DoDISS), dated 01 July 1990, with its supplement dated 01 May 1991, or the latest edition.

C.8 MANUALS AND PUBLICATIONS (DFAS C10) (OCT 1992)

(a) *General.* The Contractor shall furnish user manuals and publications for all Contractor software and equipment provided, if any, under this contract.

(b) *Other Manuals.* In addition to the above-specified agency documentation requirements, the Offeror may provide any other manuals and program descriptions which it would consider helpful to the end-user.

(c) *Updated Versions.* The Contractor shall notify the Government as soon as updated versions of the documentation items become available. The Government will specify its requirements, if any, for such updates in numbers not to exceed the Government's initial requirements. Requirements for such updates shall be satisfied by the Contractor promptly.

C.9 DATA ITEMS (NOT-SEPARATELY PRICED (NSP)) (DFAS C11) (OCT 1992)

The Contractor shall furnish the Data identified in Section B as "Not Separately Priced (NSP)" in accordance with the DD Form(s) 1423, Attachment J.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING OF DATA ITEMS (DFAS D4) (JAN 1994)

Data furnished hereunder shall be adequately packaged to ensure safe delivery to its destination. In the event it becomes necessary to transmit classified matter by mail, the transmittal shall be in accordance with the latest version of DoD Industrial Security Regulation (DoDD 5220.22-R).

D.2 MARKING OF REPORTS (DFAS D9) (OCT 1992)

All reports shall prominently show on the cover of the report:

- (a) Name and business address of contractor;
- (b) Contract number;
- (c) Contract dollar amount;
- (d) Whether the contract was competitively or non-competitively awarded;
- (e) Sponsor:

[Project Officer]

[Activity]

[Office Address]

[Phone Number]

D.3 PACKING AND UNPACKING (DFAS D13) (OCT 1992)

The Contractor shall furnish the labor necessary for packing, unpacking, placement and/or installation. All packing, unpacking, placement and installation under this contract shall be furnished by the Contractor without additional charge to the Government.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE (DFAS E1) (DEC 1997)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned not to delete clauses from, nor add clauses to, the following contract clause list. Such an action may cause your offer to be rejected. Note: The complete text of specific clauses is contained in Chapters 1 (Federal Acquisition Regulation (FAR)) and 2 (DOD FAR Supplement (DFARS)) of Title 48 of the Code of Federal Regulations (CFR) which are available at most law libraries. In addition, the full text of FAR and DFARS clauses may be accessed electronically at <http://farsite.hill.af.mil/>.

52.246-4 (AUG 1996) INSPECTION OF SERVICES -- FIXED PRICE

52.246-6 (JAN 1986) INSPECTION – TIME AND MATERIAL AND LABOR HOUR

E.2 INSPECTION AND/OR ACCEPTANCE (DFAS E4) (JAN 1994)

(a) Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination by the Receiving Activity/Contracting Officer's Representative (COR).

(b) The Receiving Activity/COR shall execute acceptance on the applicable inspection and receiving report (DD Form 250 or DD Form 1155), and forward it to the paying office cited on the award page of the contract (or DD Form 1155). One executed copy of the final DD Form 250 shall be forwarded to the contract administration office cited in the contract.

(c) For calculation of payment due dates under the Prompt Payment Act, constructive acceptance may be assumed within seven (7) days of receipt by the Receiving Activity/COR of a proper invoice or DD 250 in accordance with the invoicing clause in Section G, and conforming supplies and/or services have been delivered.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE (DFAS F1)(DEC 1997)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned not to delete clauses from, nor add clauses to, the following contract clause list. Such an action may cause your offer to be rejected. Note: The complete text of specific clauses is contained in Chapters 1 (Federal Acquisition Regulation) and 2 (DOD FAR Supplement) of Title 48 of the Code of Federal Regulations (CFR) which are available at most law libraries. In addition, the full text of FAR and DFARS clauses may be accessed electronically at <http://farsite.hill.af.mil/>.

| | |
|----------------------|---|
| 52.242-15 (AUG 1989) | STOP-WORK ORDER |
| 52.242-17 (APR 1984) | GOVERNMENT DELAY OF WORK |
| 52.247-35 (APR 1984) | F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES |

F.2 DELIVERY OF DATA (DFAS F9)(OCT 1992)

The time of delivery of data shall be as specified on the DD Form 1423, Attachment J to this contract, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

F.3 PLACE OF DELIVERY: DESTINATION (DFAS F10) (OCT 1992)

- (a) The articles to be furnished hereunder shall be delivered (all transportation charges paid by the Contractor) to TBD.
- (b) Bids submitted on a basis other than F.O.B. destination will be rejected as nonresponsive and proposals may be deemed unacceptable.

F.4 GOVERNMENT FURNISHED PROPERTY, DFAS (OCT 1995)

- (a) The Government will furnish the following property to the Contractor for use in performance of this contract in accordance with the following schedule:

See Section C and Attachment J.4

- (b) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the Contractor.

(c) Within 30 days after Government furnished property is determined by the Contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 POINT-OF-CONTACT (PROCURING ACTIVITY) (DFAS G1) (JAN 1994)

The point-of-contact regarding this document is Ms. Janet M. Carlson, who can be reached at 703-607-1031.

G.2 DESIGNATION OF COR (DFAS G3) (JAN 1994)

(a)(1) The Contracting Officer's Representative (COR) for this contract is:

To be provided at contract award for the fixed-price payroll services and that the COR for the Government directed AIS changes will be specified in individual task orders.

| | |
|------------|--------------|
| Telephone: | XXX-XXX-XXXX |
| Facsimile: | XXX-XXX-XXXX |

(2) The above-named individual is designated the authorized COR for this contract. As such, this individual is responsible for monitoring, giving progress reports to the Contracting Officer, and overall technical surveillance of services to be performed under this contract and should be contacted regarding questions or problems of a technical nature. In no event will any understanding or agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any person other than the Procuring Contracting Officer (PCO) or the Administering Contracting Officer (ACO) be effective or binding upon the Government.

(3) When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract, the Contractor will promptly notify the PCO in writing.

(4) No action will be taken by the Contractor under such technical instruction unless the PCO or ACO has issued a contractual change.

(b) List of duties to be performed by COR in the administration of Contract.

(1) Serve as the point-of-contact through which the Contractor can relay questions or problems of a technical nature to the Contracting Officer;

(2) Monitor services being performed to ensure the Contractor uses personnel meeting the requisite qualifications cited in the contract/order and require Contractor's justification when using categories of personnel that are not in proportion to approved estimates;

(3) Review and evaluate Contractor's estimates to furnish comments and recommendations to the PCO or ACO as appropriate;

(4) Alert the ACO, as appropriate, to any potential problems which may affect cost or performance schedules. Determine if percentage(s) of work performed reasonably corresponds to the percentage(s) of funds expended;

(5) Ensure that a copy of trip reports of Government personnel visiting Contractor's plant, and a copy of all pertinent Government technical correspondence is retained in the COR contract file;

(6) Review and certify invoices in accordance with invoicing instructions of the contract. Maintain a file with copies of these documents;

(7) Determine causative factors for any slippage in the performance schedule and report to the PCO or ACO making recommendations for corrective action to eliminate the cause of the

slippage. In addition, the Contractor's performance should be monitored to ensure that corrective action is being taken;

(8) Furnish the PCO with any requests for change, deviation, or waiver (whether generated by Government personnel or Contractor personnel), including all supporting paperwork in connection with such change, deviation, or waiver;

(9) Be responsible for the inspection and acceptance of the services performed. Ensure compliance with the clause at FAR 52.246-5 or -6 which provide the Government the right to require the Contractor to perform the services again, in conformance with the contract requirements, without payment of additional profit/fee;

(10) Submit to the PCO (with a copy to the ACO), a written evaluation of (i) the performance of the Contractor; and (ii) a statement as to the uses made of any deliverables furnished by the Contractor. This report shall be made within 60 days of contract completion or annually on the anniversary date for contracts which include options. The written performance should address the cost effectiveness, quality, and timeliness of Contractor performance.

G.3 ACCOUNTING AND APPROPRIATION DATA (DFAS G8) (MAY 1997)

(a) Accounting and Appropriation Data for this contract are as follows:

To be provided at contract award.

(b) In an effort to utilize funds prior to cancellation, all invoices/vouchers received are to be paid in the following order until each ACRN is fully disbursed: To be provided at contract award.

G.4 SUBMISSION OF INVOICES (FIXED PRICE), DFAS (JUL 1992)

(a) "Invoice" as used in this clause does not include Contractor's requests for progress payments.

(b) The contractor shall submit original invoices with three copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 of SF 26-Block 10).

(c) The use of copies of the Material and Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- a separate invoice for each activity designated to receive the supplies or services.
- a consolidated invoice covering all shipments delivered under an individual order.
- either of the above.

(f) If acceptance is at origin, the Contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

(IF THE DESIGNATED PAYING OFFICE REQUIRES THAT INVOICES BE SUBMITTED FIRST TO THE CONSIGNEE, THEN THAT PROCEDURE SHALL BE USED IN LIEU OF THE ABOVE AND THE CONSIGNEE SHALL FORWARD THE INVOICES TO THE PAYING OFFICE WITH PROOF OF ACCEPTANCE.)

G.5 NOTE TO PAYING OFFICE: ADDRESS OF PAYEE (DFAS G15) (OCT 1992)

(a) The Offeror is to identify the address to which payments shall be made, if different from that identified on the SF26/SF33. Payments are to be mailed to:

G.6 PROPERTY ADMINISTRATOR (DFAS G19) (OCT 1992)

The Administrative Contracting Officer (ACO) is hereby designated as the authorized representative of the Contracting Officer for property administration only.

G.7 REIMBURSEMENT (TIME-AND-MATERIAL, LABOR-HOUR, AND CPFF IDIQ CLINS/CONTRACTS) (DFAS G6) (JAN 1998)

(a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following: Medical Examinations, Immunization, Passports, visas, etc., Security Clearances. All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions: Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in the Department of Defense Joint Travel Regulations: Vol. 2 for Civilian Personnel.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized for travel beyond a 50-mile radius of the local office, whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel, subsistence, or associated labor charges for travel time shall be charged for work performed within a 50 mile radius of the contractor's local office, normal work site, or temporary work site unless approved in advance by the Contracting Officer's Representative (COR). Under no circumstances will costs be reimbursed for travel performed for personal convenience and daily travel to and from the normal work site.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) **Shipboard Stays.** Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) **Air/Rail Travel.** In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form. NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) **Private Automobile.** The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) **Car Rental.** The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

(b) **General Operational Expenses.** The cost of general purpose items required for the conduct of the Contractor's normal business operations will normally be considered unallowable Other Direct Costs in the performance of this contract. This includes, but is not limited to, the cost for items such as: telephones and telephone charges; typewriters; reproduction machines; word processing equipment; personal computers; and other office equipment and office supplies.

Any material remaining after completion of the contract, the cost of which has been reimbursed by the Government, will remain Government property and the Contractor must request disposition instructions from the Contracting Officer. Materials considered to be a normal cost of doing business shall be considered overhead, which is included in the Labor Rates shown in Section B and shall not be billed separately as a material cost.

(c) **Other Material.** Material, other than expendable material, shall be furnished pursuant to specific authorization in the Delivery Order. The Contractor will be required to support all material costs claimed by submission of paid Subcontractor invoices. The Contractor will be reimbursed in accordance with FAR 52.232-7(b) if this is a time and materials contract or 52.216-7 if this is a cost plus fixed fee indefinite delivery indefinite quantity (CPFF IDIQ) contract.

(d) **Subcontracts.**

(1) **Time and Materials.** Subcontracts, if any, shall be reimbursed in accordance with FAR 52.232-7(b), and shall not include any subcontracts for Direct Labor included under FAR 52.232-7(a). Any such subcontracting not included under FAR 52.232-7(a) shall be limited to incidental, one-time requirements.

(2) **Cost Plus Fixed Fee Indefinite Delivery Indefinite Quantity (CPFF IDIQ).** Subcontracts, if any shall be reimbursed in accordance with FAR 52.216-7

(e) **Limitations.** Normally, the amount of "Other Direct Costs," if any (excluding travel and per diem), should not exceed one percent (1%) of the total amount of any Delivery Order.

(f) **Relocation of Place of Performance.** If the place of performance of this contract is changed pursuant to the "Changes" clause of the contract, the costs of relocating the contractor's facility, if any, are not allowable as a direct cost and will not be reimbursed. See also (a)(6)

above, which disallows (either as a direct or indirect cost) reimbursement or personnel relocation costs and travel costs incident to relocation.

G.8 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR HOUR, OR FIXED PRICE INCENTIVE), DFAS (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034(4)) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and three copies, to the contractor auditor at the following address:

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the Contracting Officer's Technical Representative. Following verification, the contractor auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of the contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than forty-five calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring Activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g. ship, submarine or other craft) or system which supply/service is provided.
- (e) A DD Form 250, "Material Inspection and Receiving Report",

_____ is required with each invoice

xx is required with the final invoice

_____ is not required

(f) A Certificate of Performance

xx shall be provided with each invoice submittal

_____ is not required

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated in a proportional basis.

The following DFAS provisions apply to invoices:

DFAS Designated Billing Office. "The contract auditor shall be designated as the billing office and the authorized representative of the contracting officer for receipt and verification of contractor invoices...."

DFAS, Technical Representative.

(i) If a Technical Representative (e.g., COR, Technical Coordinator, or Contracting Officer's Representative) has been assigned in the contract, the contracting officer shall designate that individual to receive an information copy of the invoice.

(ii) The Technical Representative shall review a copy of each invoice for correctness of labor categories used, services performed, support costs, etc. The Technical Representatives shall sign the invoice copy (And certificate of Performance if required) and submit the signed invoice copy (and Certificate of Performance, if required) to the designated billing office (See paragraph (a) above).

(iii) If the Technical Representative disagrees with the cost on the invoice, the Technical Representative shall immediately notify the billing office and contract the contractor to resolve the discrepancy, secure a corrected invoice, and forward to the billing office. If only a portion of the costs are in dispute, the Technical Representative shall certify only the undisputed costs and submit the partially certified invoice to the billing office to be forwarded to the payment office. The Technical Representative shall resolve the remaining disputed costs with the contractor.

(iv) If the Technical Representative cannot resolve the discrepancy with the contractor, or if a problem has been noted with the contractor's performance, the Technical Representative shall notify the Contracting Officer, in writing, with details of the problem.

(v) The Technical Representative shall maintain a copy of all invoices and supporting documentation by contract, in chronological order.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 EQUIPMENT INVENTORY (DFAS H1) (OCT 1992)

The Contractor and the Government shall conduct a joint inventory of all equipment and software at the site(s) listed within this solicitation. Within 30 days following contract award, the Government and Contractor shall develop a mutually acceptable plan for conducting the inventory. In any event, the inventory shall commence within 60 days following contract award.

H.2 RESTRICTIONS ON PRINTING (DFAS H2) (JAN 1994)

Unless otherwise authorized in writing by the Contracting Officer, reports, data, or other written material produced using funds provided by this contract and submitted hereunder shall be reproduced only by duplicating processes and shall not exceed 5,000 single page reports or a total of 25,000 pages for a multiple-page report. These restrictions do not preclude the writing, editing, and preparation of manuscript or reproducible copy of related illustrative materials if required as a part of this contract, nor incidental printing of forms or materials necessary to be used by the Contractor to respond to the terms of the contract.

H.3 PUBLIC RELEASE OF INFORMATION

(a) The policies and procedures outlined herein apply to information submitted by the contractor and his subcontractor for approval for public release. Classified or unclassified information for use at classified or internal meetings will be cleared as shown in the Department of Defense Industrial Security Manual

(b) All public information materials prepared by the contractor must be submitted to the Defense Finance and Accounting Service for clearance prior to release. These materials include, for example, technical papers, and responses to news queries that relate to a contractor's work under this contract.

(c) Once information has been cleared for public release, it does not have to be cleared again for later use. The information must be used in its originally cleared context.

(d) The Defense Finance and Accounting Service Public Affairs Officer is responsible for processing clearance of contractor-originated material for public release. This includes forwarding the material to appropriate government agency for actual clearance.

(e) All material to be cleared shall be sent to:

Defense Finance and Accounting Service
CM #3, Rm 227 (Attn: ASO/DPA)
1931 Jefferson Davis Highway
Arlington, VA 22240

Subcontractor proposed public releases must be submitted for approval through the prime contractor.

(f) The contractor shall submit the material proposed for public release to the above addressee by letter of transmittal which states: (1) to whom the material is to be released; (2) the desired date for public release; (3) that the material has been reviewed and approved by officials

of the Contractor, or the subcontractor, for public release; and (4) the applicable contract number.

(g) Six (6) copies of each item, including written material, photographs, drawings, dummy layouts and the like must be submitted at least six (6) weeks in advance of the proposed release date.

(h) The items submitted must be complete. Photographs must have captions.

Abbreviated materials or abstracts may be submitted in the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, final approval for release or disclosure of the material cannot be given on the basis of abstracts.

Outlines or rough drafts will not be cleared.

H.4 DISTRIBUTION CONTROL OF TECHNICAL INFORMATION

(a) The following terms applicable to this clause are defined as follows:

(1) Technical Document. Any recorded information that conveys scientific and technical information or technical data.

(2) Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to conducting and managing a scientific or engineering research effort.

(3) Technical Data. Recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information and computer software documentation.

(b) Except as may otherwise be set forth in the Contract Data Requirements List (CDRL), DD Form 1423, (I) the distribution of any technical document prepared under this contract, in any stage of development or completion is prohibited without the approval of the Contracting Officer and (ii) all technical documents prepared under this contract shall initially be marked with the following distribution statement, warning, and destruction notice:

DISTRIBUTION STATEMENT F – Further dissemination only as directed by the DFAS Public Affairs Officer or higher DoD authority.

WARNING – This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq.) or Executive Order 12470. Violation of these export laws are subject to severe criminal penalties.

(3) DESTRUCTION NOTICE – For classified documents, follow the procedures in DoD 5200.22-M, Industrial Security Manual, chapter 5, Section 7, or DoD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

(c) As a part of the review of preliminary or working draft technical documents, the government will determine if a distribution statement less restrictive than Statement F specified above would provide adequate protection. If so, the Government's approval/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

H.5 RETENTION OF INHERENTLY GOVERNMENTAL FUNCTIONS

(a) In performing security assistance accounting operations on behalf of the government, the contractor must determine the propriety of all actions performed under the contract in accordance with the DFAS performance contract. While the contractor routinely will apply statutory, regulatory, and other applicable legal authorities to accomplish these tasks, the government retains the inherently governmental authority to substantively determine how all such legal authorities affect the accounting for funds.

(b) The contractor shall obtain determinations from the government on all matters that require a substantive interpretation about the application of the legal authorities and eligibility requirements that relate to the accounting of funds.

(c) The government retains approval authority for responses to Freedom of Information Act (FOIA) requests (other than routine responses that, because of statute, regulation, or agency policy, do not require the exercise of judgement in determining whether documents are to be released or withheld). The government will approve agency responses to the administrative appeals of denials of FOIA requests; however, the contractor will provide information and support in the preparation of all FOIA responses.

The systems notice for Privacy Act Material is available on the Internet under <http://www.defenselink.mil/privacy/notices/dfas/>

H.6 KEY PERSONNEL (ALSO SEE J.11)

(a) Contractor Representative (Primary). The contractor shall provide a representative who shall be responsible for the performance of the work. The name of this person, and an alternate or alternates, if any, which shall act for the contractor when the representative is absent, shall be designated in writing to the contracting officer. The representative or alternate(s) shall have full authority to act for the contractor on all contractual matters relating to daily operation of this contract.

(b) Contractor Representative Responsibilities. The contractor representative responsibilities include:

(1) Day-to-day management of overall contract support operations, involving multiple projects, diverse and widespread customer base, and groups of contractor personnel at operating locations(s).

(2) Organizing, directing, and coordination planning and production of all contract support activities.

(3) The authority to represent the contractor on contractual issues.

(c) Contractor Representative (Alternate). The alternate representative shall have full authority to act for the contractor on all contractual matters relating to daily operation of this contract. Experiences and responsibilities shall mirror those of the primary representative.

(d) Availability. The contractor representative or alternate shall be available during normal duty hours within 60 minutes to discuss problem areas. After normal duty hours, the primary or alternate shall be available within two hours.

(e) Automated Data Processing Manager. The contractor shall provide a representative who shall be responsible for the performance of the work. The name of this person shall be designated in writing to the contracting officer. The representative shall have full authority to act for the contractor on all contractual matters relating to daily operation of this contract.

(f) Employees. The contractor shall not employ persons for work on this contract who are identified by the contracting officer as a potential threat to the health, safety, security, general well being, or operational mission of the installation and its population.

(g) Use Of Language. The contract manager, alternate(s), and anyone else that may have direct contact with government representatives must be able to read, write, speak, and comprehend English.

H.7 OWNERSHIP AND PORTABILITY OF DATA

The government shall own all account data, database information, and files. At the conclusion of the contract, the contractor shall deliver all data base information and files to the Government as directed by the Contracting Officer. The contractor shall not use information obtained from the system or any other source of this project in any unauthorized manner.

H.8 VENDOR PROPRIETARY TECHNOLOGY

The contractor shall (a) obtain prior written approval from the Contracting Officer Representative (COR) prior to using contractor or third party proprietary technology to perform the services; and (b) provide, upon the Government's request, at no additional cost, a perpetual, irrevocable, non-exclusive, world-wide, royalty-free license to install, use, copy, modify and incorporate into DFAS' proprietary and licensed systems, any of the contractor and third party proprietary technology that the contractor used in providing services to DFAS; provided that clause (b) will not apply to software, code or modifications which are generally commercially available on reasonable terms.

H.9 CONTINUITY OF SERVICES

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to--

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 180 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed at the fixed priced amount stated in CLIN 0012 Transition to Successor Contractor in Section B.

H.10 SUBSTITUTION OR ADDITION OF PERSONNEL, DFAS (JAN 1992)

(a) The Contractor agrees to assign to the contract those persons whose résumés, personnel data forms or personnel qualification statements were submitted as required by Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) The Contractor agrees that :

☒ during the contract performance period,

☐ during the first 180 days of the contract period,

no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.

(c) If personnel, for whatever reason, become unavailable for work under this contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in its proposal, the Contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete résumé for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution(s). All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether a request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated, or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that a resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he/she may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

